

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Willkie Farr & Gallagher LLP

2. Registration Number

7047

3. Primary Address of Registrant

787 Seventh Avenue, New York, NY 10019

4. Name of Foreign Principal

The Ad Hoc Board of Petróleos de Venezuela, S.A.
("PDVSA Ad Hoc Board")

5. Address of Foreign Principal

Unknown
Unknown
VENEZUELA

6. Country/Region Represented

VENEZUELA

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (*specify*) See Appendix for Response☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

The PDVSA Ad Hoc Board is the U.S. recognized representative of Venezuela's state-owned oil company
Petróleos de Venezuela, S.A.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/22/2021Matthew A. Feldman/s/Matthew A. Feldman

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/22/21 Matthew A. Feldman Matt A. Feld

Appendix

Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Board of Directors of state-owned corporation.

Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: In February 2019, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela enacted by the Venezuelan National Assembly, Venezuela's Interim President, Juan Gerardo Guaidó Márquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments.

Item 10(b) Owned: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Directed: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Controlled: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Financed: It is unknown whether the foreign principal is financed by a foreign government, foreign political party, or other foreign principal.

Item 10(b) Subsidized: It is unknown whether the foreign principal is subsidized in part by a foreign government, foreign political party, or other foreign principal.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Willkie Farr & Gallagher LLP

2. Registration Number

7047

3. Name of Foreign Principal

The Ad Hoc Board of Petróleos de Venezuela, S.A. ("PDVSA Ad Hoc Board")

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/12/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will act as legal counsel for PDVH.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As contemplated by the engagement, the registrant will represent PDVH with respect to discussions with Congress and the Executive Branch of the U.S. Government relating to issues affecting the ownership of PDVH, CITGO Holding, Inc., and CITGO Petroleum Corporation. Pursuant to this engagement, the registrant will facilitate and engage in interactions with U.S. Government officials and the U.S. media directly, or indirectly, which may include advocating for one or more forms of a resolution to various creditor claims against the Government of Venezuela and/or its subsidiaries in which PDVH is either a party or in which the value of PDVH and its subsidiaries is implicated by the claims.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The engagement described above may include in-person meetings, calls, and emails with representatives of the U.S. Government and the U.S. media, and/or preparing materials for those meetings, in an effort to protect the assets of PDVH and its subsidiaries from seizure or diminution in value by creditors of the Maduro regime.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Please see Willkie's prior registration under FARA, filed on April 30, 2021, and amended on May 13, 2021.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

-
12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			

-
13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
See Appendix for Response			

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/22/2021Matthew A. Feldman/s/Matthew A. Feldman

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/22/21 Matthew A. Feldman Matt A. Feld

Appendix

Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
09/28/2021	PDVH	Willkie has never entered into any engagement agreement with PDVSA, the Ad Hoc Board of PDVSA, or the Bolivarian Republic of Venezuela, and has received no receipts from any of those entities. Willkie understands that under the Department of Justice's interpretation of the Foreign Agents Registration Act ("FARA"), Willkie's agreement with PDVH, the wholly owned subsidiary of PDVSA, may under certain circumstances require registration for activities benefitting the PDVSA Ad Hoc Board, notwithstanding the fact that Willkie does not represent and has no agreement to represent the Ad Hoc Board or PDVSA. These fees were received by Willkie for work that is separate from or unrelated to the registrable "political activities" in which Willkie will engage and/or includes work subject to the legal exemption under 22 U.S.C. § 613(g). These fees were paid for legal services regarding compliance with various U.S. civil and criminal laws, representation in ongoing litigation and related investigations, and financial and contingency planning. The receipts listed are those that were received from PDVH within the last 60 days and exclude those made in connection with work performed under the terms of separate client engagements.	\$ 4,110.05
10/05/2021	PDVH	Please see above.	\$ 32,335.46
10/19/2021	PDVH	Please see above.	\$ 3,865.37
10/20/2021	PDVH	Please see above.	\$ 84,104.73
10/20/2021	PDVH	Please see above.	\$ 59,614.75
10/20/2021	PDVH	Please see above.	\$ 12,477.74
10/22/2021	PDVH	Please see above.	\$ 40,155.27
11/04/2021	PDVH	Please see above.	\$ 66,381.17

Appendix

Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
09/28/2021	Counsel Press LLC	These disbursements reflect those made by Willkie in connection with its work on behalf of PDVH in the 60 days leading up to this registration. The disbursements listed below involve printing and processing fees related to ongoing litigation. They were made in connection with work that is separate from or unrelated to the "political activities" in which Willkie will engage, and/or include related to work subject to the legal exemption under 22 U.S.C. § 613(g). The disbursements listed are those that were billed to PDVH within the last 60 days, and exclude those made in connection with work performed under the terms of separate client engagements.	\$ 132.50
10/22/2021	Capitol Process Services, Inc.	Please see above.	\$ 250.00

WILLKIE FARR & GALLAGHER LLP

1875 K Street, N.W.
Washington, DC 20006-1238

Tel: 202 303 1000
Fax: 202 303 2000

VIA E-MAIL

PRIVILEGED AND CONFIDENTIAL

November 12, 2021

Fernando Vera
General Counsel
PDV Holding Inc.
1293 Eldridge Parkway
Houston, TX 77077

Re: Representation of PDV Holding Inc.

Dear Mr. Vera:

Thank you for retaining Willkie Farr & Gallagher LLP ("Willkie"). This letter is to confirm that Willkie has been retained by PDV Holding Inc. (the "Client") for the matter referred to below, and sets forth the terms of our representation to ensure that you and we have a common understanding of the engagement. This engagement does not create an attorney-client relationship with any persons or entities related to the Client, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders or partners.

Scope of Engagement

You have asked us to represent you with respect to discussions with Congress and the Executive Branch of the U.S. Government relating to issues affecting the ownership of the CITGO entities. We expect that Willkie's participation in these activities may require Willkie to register as an agent of a foreign principal under the Foreign Agents Registration Act.

To avoid any confusion, we wish to point out that the services to be rendered by Willkie will not include any legal advice other than with respect to applicable U.S. law or the law of foreign jurisdictions in which we operate. As part of our engagement, we will, of course, assist any other counsel you may retain in connection with these matters.

We expect that in connection with our work for you, you will provide us with clear, timely and accurate instructions; you will provide all documentation required for the matter in a timely manner; and you will review our advice and any documentation we produce carefully to ensure that it is in accordance with your requirements. It is important that you let us know if you think there is any

BRUSSELS CHICAGO FRANKFURT HOUSTON LONDON LOS ANGELES MILAN
NEW YORK PALO ALTO PARIS ROME SAN FRANCISCO WASHINGTON

Fernando Vera
November 12, 2021
Page 2

additional information which might be relevant to the matter and may have a bearing on the advice given or document drafted.

During the course of our representation, you may seek our professional opinions or beliefs regarding the likely outcome of your legal matters or the likely effectiveness of various courses of action. Any expressions (solicited or otherwise) on our part concerning such possible outcomes or courses of action are expressions of our best professional judgment, but are not guarantees.

Record Retention

We will maintain records in connection with this engagement in accordance with the Firm's records retention policy, as may be amended from time to time.


Fees and Client Charges

Willkie generally charges for legal services based on the hourly rates of the attorneys and staff performing the work. These rates vary by seniority and experience. At present, the Firm's standard hourly rates range from \$1,325 to \$1,900 for partners and senior counsel, \$435 to \$1,300 for associates, other attorneys and law clerks, and \$295 to \$490 for paralegals. From time to time, the Firm may retain temporary lawyers to work on this engagement. If we retain such lawyers, we will bill you for them at the rate of \$185 per hour, which is higher than our out-of-pocket costs per hour for such lawyers, but lower than the rates we charge for our employed lawyers. Rates are subject to change generally on an annual basis and such changes are typically effective as of October 1. The applicable rates are those in effect at the time the services are rendered.

For this engagement we have agreed to charge you 15% less than the standard hourly rates of the attorneys performing the work.

The Firm also will bill you for our regular disbursements and other charges incurred in connection with our engagement, which include such items as duplicating, word processing, long distance telephone, electronic legal research, travel, secretarial overtime and the like. In some situations, we may request an advance for such client charges and disbursements.

During the course of our representation you may ask us for an estimate of the amount of time and other client charges that will be needed to complete the engagement or particular tasks. Because of the inherent uncertainties involved in the legal services required by this engagement, it is not possible to make such estimates with reasonable precision. Any estimates that we provide will be based on our experience and various assumptions and will not constitute a maximum or a fixed fee for the costs of our services to you and our actual fees could be higher or lower.



Fernando Vera
November 12, 2021
Page 3

You agree that should full payment not be made within 30 days of statement presentation, the Firm may, in its sole discretion, charge an additional 1 percent per month of any fees or client charges not paid within the 30-day period.

References to Client Name

Consistent with the New York Rules of Professional Conduct, the Firm advises you that it may on occasion reference the Client's name in a context (such as biographies, practice and website descriptions) which may be deemed to constitute lawyer advertising and that by signing a copy of this letter you consent to the Firm's doing so, subject of course to our obligation to preserve client confidences and any other obligation with which lawyers must comply under any applicable disciplinary rules.

Conflicts of Interest

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. Should we determine in the course of our representation that a conflict has arisen, we will immediately notify you. We similarly ask you to notify us if you become aware of any actual or potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

Willkie represents and in the future will represent many other clients. Some may be direct competitors of Client or otherwise may have business interests that are contrary to Client's interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to Client's interests.

We ask Client to confirm that (i) Willkie may continue to represent or may undertake in the future to represent any existing or future client in any matter (including, but not limited to, transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to Client, as long as that other matter is not substantially related to this or our other engagements on behalf of Client and does not require us to use proprietary or other confidential information of a non-public nature concerning Client acquired by Willkie as a result of our representation of Client; (ii) Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify Willkie in any representation of any other client with respect to any such matter; and (iii) Client intends for its consent to be effective and fully enforceable, and to be relied upon by Willkie.

Data Privacy and Use of Client Data

In the course of performing our services, the Firm may need to collect and/or process data that it receives from you. By signing below, you consent to the Firm's collection and processing of any data you may provide to us (or authorize to be provided to us) in the course of the Firm's performing our

Fernando Vera
November 12, 2021
Page 4

services, including, without limitation, data that may constitute personally identifiable information, and confirm that you are authorized to provide any such data to us (or to have a third party do so). Likewise, you consent to the Firm's transferring any such data to, or accessing such data in, any jurisdiction where the Firm may operate, which includes countries that may not offer comparable levels of data protection. In addition, you consent to the Firm's sending communications, such as updates on legal developments, newsletters, invitations to events, or other messages we believe might be of interest to you, to any email address, postal address or other contact information that you may provide to us. You may unsubscribe at any time by contacting us. All of the foregoing activities are governed by the Firm's privacy policy, which can be found on our website.

Termination

You have the right to terminate the Firm's engagement upon written notice at any time. The Firm also has the right, subject to professional codes of conduct, to terminate its engagement, upon written notice, in the event that our statement is not paid in full in a timely manner, or in the event the Firm determines, in its sole discretion, that continuing services to you would be unethical, improper or otherwise inappropriate. The total outstanding amount plus any additional amounts for legal services and other Client charges incurred up to the date of, and subsequently as a consequence of, termination will be immediately due and payable upon presentation of our final statement.

The engagement will be considered terminated at the earlier of (i) Client's termination of the representation, (ii) Willkie's withdrawal from the representation, or (iii) the completion of Willkie's substantive work for the Client, which, in the absence of a letter notifying you of the completion of the engagement, shall be presumed to occur six months after the rendition of the final bill.

If this engagement is terminated and you engage us again, the terms of this engagement letter shall apply to such subsequent engagement unless we agree otherwise in writing.

Dispute Resolution

If you disagree with the amount of our fees or other charges at any time, or if you have any concern as to any other matter related to or arising out of our engagement, including the nature and quality of our services, please discuss any such questions or concerns with us. In the event any dispute cannot be resolved informally, you agree to resolve any and all disputes with the Firm, or with any of our lawyers or staff arising from or relating to our work for you, including but not limited to disputes over fees and charges or disputes relating to the nature and quality of our services, exclusively through private and confidential binding arbitration in New York City before three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Fernando Vera
November 12, 2021
Page 5

This arbitration clause and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules.

We also advise you that in the event of a dispute that cannot be readily resolved, you may have the right to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you waive that right and agree to binding private arbitration as provided above.

Careful review of this letter will ensure your understanding of the terms of the Firm's representation. Please raise and discuss with me any questions you may have.

This letter shall be binding upon and inure to the benefit of the respective successors and permissible assigns of the Firm and you, as the case may be.

If this letter accurately summarizes the agreement between Willkie and you, please indicate your approval and acceptance by signing the enclosed copy of the letter and returning it to me. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. If you would like to discuss any of these matters, please give me a call.

Sincerely,

/s/ Michael J. Gottlieb

WILLKIE FARR GALLAGHER LLP
1875 K Street NW
Washington, DC 20006
Tel: (202) 303-1442
Fax: (202) 303 2442
mgottlieb@willkie.com

AGREED TO AND ACCEPTED THIS
12 DAY OF NOVEMBER, 2021

PDV Holding Inc.

By: 

Fernando Vera